BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY

[Under the Real Estate (Regulation and Development) Act, 2016]

Dated: 25th August 2026

Quorum: Sri Laxmi Narayana Jannu, Hon'ble Member
Sri K. Srinivasa Rao, Hon'ble Member

Complaint No: 496/2025

Between
Hari Prasad ***...Complainant(s)***
Versus
M/s Bharati Builders (Formerly Known as Sirisampada Estates & Builders)
Rep by Managing Partner Mulupury Siva Rama Krishna
Mulpury Siva Rama Krishna
Dupati Nagaraju
Sunil Kumar Ahuja
Ashish Kumar Ahuja ***...Respondent(s)***

Complaint No: 497/2025

Uday Kumar Chottkar ***...Complainant(s)***
Versus
M/s Bharati Builders (Formerly Known as Sirisampada Estates & Builders)
Rep by Managing Partner Mulupury Siva Rama Krishna
Mulpury Siva Rama Krishna
Dupati Nagaraju
Sunil Kumar Ahuja
Ashish Kumar Ahuja ***...Respondent(s)***

Complaint No: 498/2025

B. Ananada Rao ***...Complainant(s)***
Versus
M/s Bharati Builders (Formerly Known as Sirisampada Estates & Builders)
Rep by Managing Partner Mulupury Siva Rama Krishna
Mulpury Siva Rama Krishna
Dupati Nagaraju
Sunil Kumar Ahuja
Ashish Kumar Ahuja ***...Respondent(s)***

Complaint No: 499/2025

Uday Kumar ***...Complainant(s)***
Versus
M/s Bharati Builders (Formerly Known as Sirisampada Estates & Builders)
Rep by Managing Partner Mulupury Siva Rama Krishna
Mulpury Siva Rama Krishna
Dupati Nagaraju
Sunil Kumar Ahuja
Ashish Kumar Ahuja ***...Respondent(s)***

The present matter filed by the Complainant herein came up for final hearing on 23.06.2026, before this Authority in presence of Complainants and the Respondent absent.

Upon pursuing the material on record and on hearing arguments of both the parties and having stood over for consideration till this day, the following order is passed:

ORDER

2. Considering the commonality of issues involved and upon a specific request made by the Complainants and there being no objection raised by the Respondents to such course of action, all the complaints have been clubbed together and are being adjudicated by way of a common order.

3. The present set of complaints have been filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the RE(R&D) Act"), read with Rule 34(1) of the Telangana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as "the TG RE(R&D) Rules"), seeking appropriate directions and reliefs against the Respondent in respect of the project in question.

A. The brief facts of the case:

4. The captioned Complainants have collectively submitted that they had purchased residential units in the project titled "Bharathi's Lake View Apartments", being developed by Bharathi Builders (hereinafter referred to as the "Promoter"), situated in Sy. No. 118/119, Kompally Village, Medchal Mandal, Medchal-Malkajgiri District, under a pre-launch offer. It is stated that over 380 allottees have been allegedly deceived by the Promoter.

5. The Complainants contend that they have paid substantial amounts towards the purchase consideration and have entered into Memoranda of Understanding (MoUs) with the Promoter. As per the said MoUs most of which were executed during the calendar year 2021, the Promoter undertook to complete the project within a period of 24 months, with an additional grace period of 6 months. However, it is submitted that till date, the Promoter has failed to even commence the project and has not obtained requisite statutory approvals or registration from the competent authorities.

6. It has further come to the attention of the Complainants that a significant portion of the project land has been sold to one Sri Sunil Kumar without disclosure to the existing allottees, indicating an element of fraudulent intent on the part of the Promoter.

7. Additionally, in February 2024, a partnership deed was executed between Mr. Ashish Kumar Ahuja and Mr. M. Sivarama Krishna for the purpose of carrying on the business of construction of residential apartments, commercial complexes, and development of layouts under the name and style of M/s Sree Bharathi Builders. Pursuant to the said partnership, an amount of Rs. 2,67,079/- was remitted to Telangana RERA in April 2024 for registration of the project.

8. Despite repeated follow-ups and assurances provided by Mr. M. Sivarama Krishna, who was acting as the representative of the Promoter entity, no construction activity has commenced at the site. It is also submitted that all the partners of the firm have since become incommunicado, and the office premises of the firm have been found to be vacated.

B. Relief(s) sought:

9. The Complainants prayed for Refund of the entire amount paid towards the purchase of units, along with interest thereon, as per applicable provisions of the Real Estate (Regulation and Development) Act, 2016.

C. Respondent 3& 4 Reply:

10. It is to be noted that Respondent 3 and 4 filed a memo before this Authority seeking to adopt the counter already filed by them in the connected Complaint No. 603/2025, submitting that the facts, contentions raised therein are common and equally applicable to the connected Complaints. The said memo was taken on record, and the reply filed by Respondent Nos. 3 & 4 in C.C.No.603/2025 is accordingly treated as their reply in the present batch of Complaints as well.

11. Respondents No. 3 & 4 denied the contentions raised against them and contended that the involvement of Respondent No. 3 is evident from the submissions allegedly made by his counsel before this Authority on 26.08.2025, wherein it was stated that the actual amounts deposited by the customers of Respondents No. 1 & 2 would be repaid, though without interest. Reliance was also placed on a document dated 05.10.2024, allegedly signed by Respondent No. 3 and Mr. Mohd. Abbas, in support of the said contention.

12. It was further contended by Respondents No. 3 & 4 that mere registration of land does not confer absolute ownership. The respondents submitted that Respondent No. 3 constituted M/s. Sree Bharathi Builders on 14.02.2024 along with the partners of Bharathi Builders for completion of the project and handover of flats to the customers. It was further alleged that Respondent No. 3 subsequently acquired an additional extent of 1.2 acres from Respondents No. 1 & 2 on 29.02.2024, despite the prior commitments made by Bharathi Builders to the purchasers. It was also asserted that Respondent No. 3 paid ₹5 crore towards HMDA charges through the account of M/s. Sree Bharathi Builders, evidencing his active involvement in the project.

13. It was alleged that after acquiring the entire land, Respondent No. 3 abandoned the project, despite the purchasers' expectation that construction would continue, thereby causing prejudice to more than 380 customers.

14. The Respondents No. 3 & 4 further submitted that following repeated representations and peaceful protests by the purchasers, Respondent No. 3 advised the customers to form an association and proposed a 50:50 development model between the landowners and the builder. It was further stated that Respondent No. 3 deputed his representatives, including Mr. Mohd. Abbas and Respondent No. 2, to negotiate with the association and subsequently issued a letter dated 05.10.2024 expressing willingness to proceed with construction upon registration of the association.

15. It was submitted by Respondents No. 3 & 4 that acting upon the assurances of Respondent No. 3, the purchasers registered the Kompally Social Welfare Association before the Sub-Registrar, Medchal, framed the requisite bye-laws, and completed the necessary formalities. However, despite the same, Respondent No. 3 allegedly failed to honour his commitments or initiate construction.

16. It was further alleged that although Respondent No. 3 received ₹105 crore from Respondents No. 1 & 2, he paid only ₹53 crore, thereby misappropriating the balance amount, which, according to the respondents, establishes fraudulent conduct.

17. The Respondents No. 3 & 4 prayed that this Authority enquire into the roles of Respondents No. 1 to 4, direct cancellation of the sale deeds executed in favour of Respondents No. 3 & 4, declare the acts of the respondents as fraudulent and violative of the provisions of the RERA Act and the Indian Penal Code, take note of the payment of ₹5 crore towards HMDA charges from the account of M/s. Sree Bharathi Builders, recommend constitution of a Special Investigation Team (SIT), initiate appropriate civil and criminal proceedings against all persons allegedly involved, and grant such other reliefs as deemed fit in the interest of justice.

D. Points for consideration:

18. After hearing the submissions advanced by the learned counsel/parties on record, perusing the pleadings, documents, rejoinder and the detailed written arguments filed on behalf of the Complainant, this Authority is of the considered view that the following points arise for determination in the present Complaint:

1. Whether Respondent Nos. 1 to 4 are "Promoters" under Section 2(zk) of the RE(R&D) Act and whether they are jointly and severally liable?
2. Whether the Respondents have violated Sections 3 and 4 of the RE(R&D) Act?
3. Whether, in the facts and circumstances of the case, the Complainant is entitled to refund of the amounts paid along with interest under Section 18 of the RE(R&D) Act, 2016, and if so, against which of the Respondents?

E. Observations of the Authority:

19. This Authority records at the outset that despite due opportunity having been afforded, Respondent Nos. 1 & 2 have failed and neglected to file any reply or counter to the present batch of Complaints.

Point 1: Whether Respondent Nos. 1 to 4 are "Promoters" under Section 2(zk) of the RE(R&D) Act and whether they are jointly and severally liable?

20. Respondent Nos. 3 and 4 have sought to distance themselves from the subject project by contending that they are merely subsequent purchasers of land and that there exists no privity of contract between them and the Complainant. It is their case that the Complainant's transaction was exclusively with Respondent Nos. 1 and 2 and, therefore, any liability, if at all, cannot be extended to them.

21. The core issue that arises for determination is whether the absence of a direct Agreement for Sale between the Complainant and Respondent Nos. 3 and 4 absolves them of liability under the Real Estate (Regulation and Development) Act, 2016.

22. At the outset, this Authority observes that the RE(R&D) Act is not founded upon the narrow doctrine of privity of contract as understood under traditional civil jurisprudence. The RE(R&D) Act creates statutory obligations which operate independent of private contractual arrangements. The liability of a "promoter" under RE(R&D) flows not merely from contractual execution but from participation in development, control over the project, share of saleable area, receipt or utilisation of allottee funds, and benefit derived from the project scheme.

23. Section 2(zk) of the RE(R&D) Act defines "promoter" in expansive and inclusive terms. The definition: promoter" means,—

> *(i) a person who constructs or causes to be constructed an independent building or a building consisting of apartments, or converts an existing building or a part thereof into apartments, for the purpose of selling all or some of the apartments to other persons and includes his assignees; or*
>
> *(ii) a person who develops land into a project, whether or not the person also constructs structures on any of the plots, for the purpose of selling to other persons all or some of the plots in the said project, whether with or without structures thereon; or*
>
> *(iii) any development authority or any other public body in respect of allottees of—*
>
> *(a) buildings or apartments, as the case may be, constructed by such authority or body on lands owned by them or placed at their disposal by the Government; or*

(b) plots owned by such authority or body or placed at their disposal by the Government, for the purpose of selling all or some of the apartments or plots; or

(iv) an apex State level co-operative housing finance society and a primary co-operative housing society which constructs apartments or buildings for its Members or in respect of the allottees of such apartments or buildings; or

(v) any other person who acts himself as a builder, coloniser, contractor, developer, estate developer or by any other name or claims to be acting as the holder of a power of attorney from the owner of the land on which the building or apartment is constructed or plot is developed for sale; or

(vi) such other person who constructs any building or apartment for sale to the general public.

Explanation.—For the purposes of this clause, where the person who constructs or converts a building into apartments or develops a plot for sale and the person who sells apartments or plots are different person, both of them shall be deemed to be the promoters and shall be jointly liable as such for the functions and responsibilities specified, under this Act or the rules and regulations made thereunder;

24. The legislature, while enacting Section 2(zk) of the RE(R&D) Act, has consciously adopted an expansive and inclusive definition of the term "promoter". The statutory framework clearly reflects the legislative intent that liability in respect of a real estate project should not be fragmented or diluted through layered corporate arrangements, internal agreements, or subsequent transfers of project assets. The RE(R&D) Act therefore casts responsibility upon all persons who participate in the development, control, management, or commercial exploitation of a real estate project.

25. Upon careful examination of the material placed on record, this Authority observes that Respondent No.1, along with its representatives Sri Sivarama Krishna and Sri D. Naga Raju, admittedly collected substantial monies from several allottees under a pre-launch scheme. As per the undertaking placed on record, it is evident that due to shortage of funds required for acquisition of the project land, Respondent No.1 approached Respondent Nos.3 and 4 and their associated entities for financial assistance. Respondent Nos.3 and 4 agreed to extend short-term financial support to Respondent No.1. It further emerges that using the said funds, the project land was acquired and thereafter subjected to multiple Agreements of Sale-cum-General Power of Attorney (AGPA) transactions in favour of Respondent No.3 and entities controlled by Respondent Nos.3 and 4. Pursuant to such AGPAs, several registered sale deeds were

subsequently executed, resulting in the transfer of nearly five acres out of the total project extent to Respondent Nos.3 and 4 and their associated entities.

26. It is further evident from the record that on 14 .02.2024, Respondent No.1's representatives, namely Sri Sivarama Krishna and Sri D. Naga Raju, together with Sri Ashish Ahuja, constituted a partnership firm styled "M/s Sree Bharati Builders" specifically for the purpose of developing and completing the very same project. The Partnership Deed stipulates that Respondent Nos. D. Naga Raju and M. Sivarama Krishna shall be responsible for undertaking the construction of the project, preparation of plans, obtaining permissions from statutory authorities, engaging contractors, executing work contracts, and dealing with marketing teams and customers until completion of the project. Further, Clause 10 of the said Partnership Deed authorises Respondent No.4 to undertake registrations of flats on behalf of the firm and designates him as the Managing Partner of the said entity. The records further disclose that substantial statutory fees payable to HMDA, amounting to approximately Rs. 5.31 Crores, were paid through the bank accounts of the said partnership firm, namely M/s Sree Bharati Builders, in relation to the concerned project. In addition, Respondent No.3 personally executed a Term Sheet dated 05.10.2024 undertaking obligations relating to the completion of the project. A Declaration dated 03.09.2025 issued by Respondent Nos.1 and 2 also acknowledges that statutory fees were paid through the accounts of the joint entity and that the development activities were intended to be undertaken collectively.

27. The above facts clearly demonstrate that the involvement of Respondent Nos.3 and 4 in the project cannot be characterised as incidental or remote. On the contrary, the documentary material establishes their continuous, integrated, and participatory engagement in the financial, legal, and developmental framework of the project. Respondent No.4, being the Managing Partner of the firm and having participated in the internal arrangements governing the development of the project, cannot now disclaim liability by asserting that they have no connection with the allottees.

28. In light of the above, the plea advanced by Respondent Nos.3 and 4 that there exists no privity of contract between them and the Complainants cannot be accepted. The statutory scheme of the RE(R&D) Act itself contemplates situations where development, land ownership, and sale functions may be distributed among different entities. In such circumstances, the Explanation appended to Section 2(zk) expressly provides that where the person who develops the project and the person who sells apartments or plots are different, both shall be deemed to be promoters and shall be jointly liable for compliance with the

obligations under the RE(R&D) Act. Therefore, direct contractual privity with each individual allottee is not a precondition for fastening promoter liability under the RE(R&D) Act.

29. This Authority further observes that constructive privity and statutory nexus arise where allottee funds are utilised for acquisition of project land and such land is subsequently transferred to entities that participate in the development or derive commercial benefit from the project. The record clearly indicates that Respondent Nos.3 and 4 voluntarily stepped into the project framework by accepting transfer of project land, participating in the formation of a joint development entity, contributing towards statutory approval charges, and issuing assurances to the allottees regarding completion of the project. Such acts cannot be attributed to passive purchasers of land. They are acts of persons who have assumed effective control, participation, and have a control over the development and execution of a real estate project intended for sale to allottees.

30. This Authority cannot ignore the broader legislative purpose underlying the enactment of the RE(R&D) Act. The statute was introduced to restore confidence in the real estate sector by ensuring transparency, accountability, and protection of homebuyers. If entities who receive project land, participate in regulatory compliances, enter development arrangements, and assure completion of a project are permitted to evade statutory responsibility by merely pleading absence of contractual privity, the very protective framework of the RE(R&D) Act would stand defeated.

31. The contention of Respondent Nos.3 and 4 that they are merely "bona fide purchasers" of land is therefore inconsistent with the documentary record placed before this Authority. Their involvement is not confined to purchase of land, rather, it extends to participation in development decisions, financial contributions towards statutory approvals, formation of a joint development entity, and issuance of assurances concerning completion of the project.

32. In view of the above analysis, this Authority holds that Respondent Nos.1 to 4 squarely fall within the meaning of "Promoter" under Section 2(zk) of the RE(R&D) Act. Respondent Nos.1 to 4 are jointly and severally liable for compliance with the obligations arising under the RE(R&D) Act.

33. *Accordingly, the point 1 is answered*

Point 2: Whether the Respondents have violated Sections 3 and 4 of the RE(R&D) Act?

34. This Authority notes that, in Suo Motu Case No. D/205/2025, detailed and reasoned findings have already been recorded in respect of the very same project, holding the Respondents to be in violation of the mandatory provisions of Sections 3 and 4 of the Real Estate (Regulation and Development) Act, 2016. In the said proceedings, it was conclusively

established that the Respondents had collected monies from prospective allottees under an unregistered pre-launch scheme and had thereafter alienated substantial portions of the project land, thereby rendering completion of the project impossible. Taking into consideration the gravity of the violations and the continuing nature thereof, this Authority has already imposed a penalty of Rs. 1,18,54,432/- (Rupees One Crore, Eighteen Lakhs, fifty-four Thousand and four hundred thirty-two only) under Section 59 of the RE(R&D) Act, 2016 and prohibited from marketing, selling, inviting persons of the concerned project. In view of the fact that the statutory violations and the penal consequences flowing therefrom have already been adjudicated upon and addressed in the aforesaid suo motu proceedings.

35. *Accordingly, the point 2 is answered*

Point 3: Whether, in the facts and circumstances of the case, the Complainant is entitled to refund of the amounts paid along with interest under Section 18 of the RE(R&D) Act, 2016, and if so, against which of the Respondents?

36. Having carefully considered the pleadings of the parties, the documentary material placed on record, the submissions advanced during the course of the proceedings, and the findings recorded by this Authority while dealing with the preceding points, this Authority now proceeds to examine the entitlement of the Complainants to seek refund of the amounts paid under Section 18 of the Real Estate (Regulation and Development) Act, 2016.

37. Section 18 of the RE(R&D) Act embodies one of the most significant consumer protective provisions introduced by the legislature to safeguard the interests of homebuyers. The provision creates a substantive statutory right in favour of an allottee to seek refund of the amounts paid, along with interest, where the promoter fails to complete the project or is unable to hand over possession of the apartment in accordance with the terms of the agreement or within the stipulated time. The legislative intent underlying this provision is clear a homebuyer who has parted with his hard-earned money cannot be compelled to remain indefinitely bound to a project which the promoter has failed to complete.

38. The right conferred under Section 18 is not dependent upon the discretion of the Authority but flows as a statutory consequence once the failure of the promoter is established. The scheme of the RE(R&D) Act recognises that an allottee invests in a real estate project with legitimate expectations of timely completion and delivery of possession. Where such expectations are defeated due to the acts or omissions of the promoter, the law grants the allottee the option either to continue in the project or to withdraw and seek refund with interest.

39. In the present case, the material available on record clearly demonstrates that the Respondents had undertaken to develop the project and deliver the promised unit within a

period of 24 months with an additional grace period of 6 months. It is not disputed that the said period has long since expired. Despite the lapse of the committed timeline, no construction of the promised residential project has been completed and possession has not been offered to the Complainants.

40. The internal transactions have resulted in fragmentation of the project land and have fundamentally altered the project structure that was originally represented to the allottees. The consequence of such actions is that the very foundation upon which the project was proposed to be developed has been eroded. Further no respondents have submitted that they are willing to complete the project or they willing to even initiate the construction and handover of the project, which shows their intention regarding the completion the project.

41. This Authority therefore finds that the present case cannot be characterized as one involving a mere delay in completion of construction. On the contrary, the material placed on record reveals a situation where the conduct and actions of the Respondents have created circumstances that have rendered the very execution and completion of the project uncertain and practically unworkable. The subsequent conduct of the Respondents towards the allottees further demonstrates a pattern of continued assurances and representations without any corresponding progress at the project site. The allottees have effectively been left in a state of prolonged uncertainty, despite repeated promises made by the Respondents, while no tangible development activity has been carried out.

42. In such circumstances, this Authority is of the considered view that it would be wholly unjust and inequitable to compel the Complainants to remain indefinitely bound to the project or to await speculative outcomes contingent upon the internal disputes, arrangements, or future understandings between the Respondents. The regulatory framework under the Real Estate (Regulation and Development) Act, 2016 is intended to protect the interests of homebuyers and to ensure certainty and accountability in project execution, and the allottees cannot be made to suffer the consequences of disputes or failures attributable to the promoters.

43. It is a settled principle that a promoter cannot defeat the rights of an allottee by relying upon its own failure to comply with statutory obligations. The absence of a registered Agreement for Sale or the non-registration of the project cannot be used as a shield by the promoter to deny relief. Accepting such an argument would permit promoters to evade liability by deliberately avoiding statutory compliance, which would run contrary to the very object and purpose of the RE(R&D) Act.

44. In the facts of the present case, this Authority finds that the Respondents have not only failed to honour the committed timeline for completion of the project but have also undertaken

transactions relating to the project land which have seriously undermined the feasibility of the project itself due to their internal arrangements and issues. The conduct of the Respondents has thus frustrated the legitimate expectations of the allottees who had invested their hard-earned monies in the project with the hope of securing a residential unit.

45. In view of the foregoing discussion, this Authority is of the considered opinion that the Complainants cannot be compelled to continue in a project whose completion has become uncertain due to the acts and omissions of the Respondents. The Complainants have therefore validly exercised the option to withdraw from the project and is entitled to refund of the entire amount paid together with interest at the rate prescribed under Rule 15 of TG RE(R&D) Rules, 2017.

46. Having already held that Respondent Nos. 1 to 4 fall within the definition of "Promoter" and are jointly involved in the development framework of the project, the liability arising under Section 18 must necessarily be borne by them jointly and severally, so as to ensure effective enforcement of the statutory rights of the allottee.

47. *Accordingly, the point 3 is answered.*

48. This Authority further notes that in the common order dated 13.03.2026 passed in C.C.No.302/2025 and the batch of connected complaints, this Authority, upon a detailed examination of the very same violations concerning the very same project, declared Respondent No.1 a "Defaulter Promoter" under the RE(R&D) Act, and, considering the gravity and magnitude of the violations and the large number of affected allottees, imposed a further penalty of Rs. 3,55,63,297/- (Rupees Three Crore Fifty-five Lakhs Sixty-three Thousand Two Hundred and Ninety-seven only) upon Respondent No.1 and its responsible partners under Section 61 of the RE(R&D) Act, for violations of Sections 4, 11 and 13 of the RE(R&D) Act in respect of the project "Bharathi's Lake View Towers", and further directed initiation of suo motu proceedings against Respondent No.1 in respect of the connected project "Bharathi Green Empire Towers" for violation of Section 3 of the RE(R&D) Act.

F. Directions of the Authority:

49. In view of the detailed discussion and findings recorded above, and in exercise of the powers conferred upon this Authority under the Real Estate (Regulation and Development) Act, 2016, the following directions are issued:

a. Accordingly, Respondent Nos. 1 to 4 are jointly and severally directed to refund to the Complainants the entire amount paid by the Complainants towards the subject apartment, as borne out from the record, along with interest thereon at the rate prescribed under Rule 15 of the Telangana Real Estate (Regulation and Development) Rules, 2017 (Current SBI

MCLR plus 2% i.e. 10.70%), from the respective dates of receipt of each payment till the date of actual refund.

b. The aforesaid refund along with applicable interest shall be paid within a period of 60 (sixty) days from the date of this Order. In the event of failure to comply with the above direction within the stipulated period, the amount payable shall carry interest at the same prescribed rate for the period of delay.

c. The liability to refund the aforesaid amount together with interest shall be joint and several upon Respondent Nos. 1 to 4, in view of the findings recorded by this Authority that all the Respondents fall within the definition of "Promoter" under Section 2(zk) of the RE(R&D) Act and were collectively involved in the development framework of the project.

d. It is clarified that in Batch Order 302/2025, dated 13.03.2026, this Authority had already imposed a penalty of Rs. 3,55,63,297/- (Rupees Three Crore Fifty-five lakhs sixty-three thousand two hundred and ninety-seven only) Respondent No.1 and its responsible partners, who were actively involved in the affairs of the project for violating Sections 4, 11 and 13 of the RE(R&D) Act.

e. It is clarified that in Suo Motu Case No. D/205/2025, this Authority had already imposed a penalty of Rs. 1,18,54,432/- (Rupees One Crore Eighteen Lakhs Fifty-Four Thousand Four Hundred Thirty-Two only) upon Respondent No.1 under Section 59 of the RE(R&D) Act for violation of Section 3 in respect of the project "Bharathi's Lake View Towers."

50. Failure to comply with above said directions by the Respondent shall attract penalty in accordance with Section 63 of the RE(R&D) Act, 2016.

51. As a result, the complaint is disposed of accordingly. No order as to costs

Sd/-
Sri K. Srinivasa Rao,
Hon'ble Member,
TG RERA

Sd/-
Sri Laxmi Narayana Jannu,
Hon'ble Member,
TG RERA